

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
Molly Mehner, Town Administrator
Valesa Wells, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Procurement Manager



REQUEST FOR STATEMENT OF QUALIFICATIONS

RFSOQ DESCRIPTION: SANITARY SEWER FLOW MONITORING ANALYSIS
(DWR ARP SWIG)

RFSOQ NUMBER: 2024-006

DUE DATE: No Later Than

2:00:00 P.M.
(Local Time)

WEDNESDAY
(Day)

JANUARY 10, 2024
(Date)

The Town of Collierville does not discriminate on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L 101-336. If you need accommodations, please call 457-2212.

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TOWN OF COLLIERVILLE PROCUREMENT DIVISION

NOTICE OF PROPOSAL LETTING

Request for Statement of Qualifications Contract Number: **RFSOQ 2024-006**

Proposal Title: **SANITARY SEWER FLOW MONITORIG ANALYSIS**
(DWR ARP SWIG)

Proposal Due Date: **WEDNESDAY, JANUARY 10, 2024**

Proposal Due Time: **2:00:00 P.M. (LOCAL TIME)**

Pre-Proposal Conference: **N/A**

Deadline for Written Questions: **WEDNESDAY, JANUARY 3, 2024**
2:00:00 P.M.(LOCAL TIME)

PLEASE MARK THE RETURN ENVELOPE:

1. Name of Proposer
2. RFSOQ Number
3. Title of Proposal
4. Proposal Due Date and Time

RETURN PROPOSALS TO:

Town of Collierville
ATTN: Procurement Manager
500 Poplar View Parkway
Collierville, TN 38017

PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED

**REQUEST FOR STATEMENT OF QUALIFICATIONS
SANITARY SEWER FLOW MONITORING ANALYSIS
(DWR ARP SWIG)**

TOWN OF COLLIERVILLE, TENNESSEE

SECTION I: INTRODUCTION

1.1 Statement of Purpose

The Town of Collierville is soliciting request for statement of qualifications from qualified firms to provide flow monitoring services to perform a 3-month sanitary sewer flow monitoring study on the existing sanitary sewer network and analyze the data to prioritize target areas and methods for future study. At the conclusion of the RFSOQ process, the Town anticipates negotiating and executing an agreement with the selected Proposer, under which the Proposer shall provide the services described below on a firm fixed price basis.

1.1.1 Definitions

1.1.1.1 Town - the Town of Collierville

1.1.1.2 Contractor- the proposer with which the Town enters a contract to provide the services sought by this Request for Statement of Qualifications (RFSOQ)

1.1.1.3 Proposal - the response of a person, firm or corporation proposing to provide the services sought by this RFSOQ

1.1.1.4 Proposer- the person, firm, or corporation that submits a proposal.

1.1.1.5 Inflow - storm water that enters into sanitary sewer system.

1.1.1.6 Infiltration - groundwater that enters sanitary sewer systems through cracks and/or leaks in the collection system.

1.1.1.7 Rainfall derived infiltration and inflow (RDII) – extraneous flow that occurs as a direct result of rain events.

1.1.2 Project Background and Description

The Town of Collierville's collection system comprises approximately 300 miles of separate sanitary sewer lines. The Town recognizes that updates are needed to minimize the amount of infiltration and inflow (I/I) the sanitary sewer receives during significant rain events. The updates will decrease the burden on the treatment plant and reduce the number of wet weather overflows in the collection system. This monitoring and analysis of the system will be used to identify target areas for further assessment and methods for improvements to the system. The data from this study will also be used for input into a sanitary sewer collection system hydraulic model.

1.2 Scope of Services

The goal of this flow monitoring project is to isolate flows from sub-basin areas via flow monitors, to collect flow and rainfall data from meters and to analyze the flow and rainfall data. The analysis will be used to produce a report that includes a prioritization of areas and methods for the Town to concentrate future efforts for improvement of the sanitary sewer collection system. The report should also assess the relationship of sanitary sewer flows to rainfall events over the monitoring period. The anticipated scope of work includes the following tasks:

Task 1: Installation of Meters and Rain Gauge

Contractor will be responsible for the installation and programming of flow monitoring equipment at thirty-one (31) points within the system to assess wet weather infiltration and rainfall derived I/I values in relation to rain events which occur during the flow monitoring period. The Town will provide guidance for placement

of meters as shown in the attached drawings; however, site investigations and input from the Contractor on appropriate meter placement is expected. The proposed flow meter installation locations are as follows. The locations can also be found in Exhibit A.

Sub-Basin ID	Manhole ID
N-2	6932103
N-3	6082113
N-4	6332104
N-6	6592111
N-9	6592105
N-11	6572104
N-12	6582107
NW-2	4152120
NW-3	4422103
NW-4	4422118
NW-6	2542126
NW-6	2282106
NW-9	2542123
NW-10	4742118
NW-12	3942103
NW-13	3672113
NW-15	3422119
NW-17	2552103
NW-18	2872102
S-3	5382110
S-4	4282126
S-6	3462111
S-7	5592110
S-8	5052120
S-9	4512106
S-12	5052125
S-13	4512110
S-14	4512114
S-16	3722120
S-16	3452123
Spring Creek Ranch	1582101

The flow monitoring equipment shall be suitable for open channel sewer flow monitoring. Contractor will use portable, battery-powered flow monitoring equipment at all flow monitoring locations – programmed to record flow depth and velocity at no greater than 15-minute intervals. The Contractor shall use industry standard area-velocity flow monitoring equipment, such as Hach/American Sigma, Isco, ADS or FlowAV or approved equal. The flow monitors will use bubbler or pressure sensor technology for level measurement, and ultrasonic, continuous wave Doppler technology for velocity measurement.

A minimum of five standard rain gauges with the capability to measure rainfall in no greater than 15-minute increments will be installed by the Contractor and utilized for the purposes of this study.

Collect flow and rainfall data and manually confirm depth and velocity measurements at appropriate intervals during the study and at the end of the monitoring period.

All flow monitoring and rainfall data will be stored on a web-based server accessible to the

Town and their designated engineering consultant.

The contractor will provide a 2-person field crew for all fieldwork. All safety concerns associated with this project are the Contractor's responsibility. This includes but is not limited to confined space entry and traffic control. The Contractor shall also be responsible for notifying residents and owners about flow monitors and rain gauge sites located on private properties and easements, although the Town will assist in this effort as needed. The contractor must provide a safety plan for Town review and approval prior to work commencing.

Task 2: Management, Maintenance and Monitoring of System

Contractor will be responsible for servicing the meters and rain gauges on a weekly basis, maintaining meter accuracy, and downloading data. The monitoring will take place over a three-month period. The Town will not purchase or maintain meters on behalf of the Contractor. The Contractor shall be accessible by cellular phone at all times during the project and shall attend progress meetings as required by the Town.

Task 3: Analyze Data

The Contractor will be led by a qualified professional engineer who will review and analyze all data collected from the flow monitoring system and rain gauges. The analysis will allow the Town to better understand how the wet weather flows recorded during rain events impact the Town's sanitary sewer collection system and ultimately the wastewater treatment plant. The contractor will identify major areas of concern and determine high groundwater infiltration (HGWI) and rainfall-dependent inflow and infiltration (RDI/I) for each sub-basin. A separate ranking of all sub-basins shall be produced for both of these categories. The Contractor will also make a prioritized recommendation for the placement of up to ten permanent flow meters in a future project.

Task 4: Reports

Prior to the project beginning the Contractor will submit to the Town for approval a sample report. Six weeks into the project the Contractor will provide a preliminary summary, review and analyses of data collected.

The Contractor shall submit a draft report to the Town at the conclusion of the flow study for the Town's approval before providing a final report. At the conclusion of the flow study, the Contractor will provide three copies of the final report, along with an electronic copy of the entire report to the Town summarizing the data and analyses and provide conclusions and recommendations.

The report shall include a detailed analysis of all flow monitoring data that includes determining HGWI and RDI/I for each basin. The report shall also include a prioritization and ranking of areas to further explore the need for improvements.

The Contractor will also provide all data to the Town in Microsoft Excel files. The final report and data will be provided to the Town within 60 days of the conclusion of the flow study.

The report shall provide the following, at a minimum:

- Prioritization of sub-basins for reduction of I/I
- Regression analyses used to project RDII that should result in each sub-system as a result of the 2-year 24-hour design storm.
- A detailed summary of the field activities and analysis as well as any findings, conclusions, or recommendations.
- Field investigation reports describing each monitoring location, access

information, area maps and the following:

- explanation of flow anomalies or loss of data.
- explanation of flow adjustment due to calibration, flow anomalies, etc.
- Color Hydrographs showing depth, velocity, flow and rainfall using hourly averaging of 15-minute measurements.
- Depth vs. velocity scattergraphs
- Tabular outputs of flow for each monitor showing daily minimum, average, and peak flow rates.
- A table and map of flow monitoring and gauge locations.
- An electronic Microsoft Excel file containing the flow monitoring and site inspection reports.
- Dry weather and wet weather peaking factors
- Copy of all field forms and notes.
- Definition of terms.
- Schematic of flow monitoring locations and direction of flow.
- Site photos of flow monitoring and rain gauge locations.
- An electronic Microsoft Excel file of all flow and rain data.

1.3 Contractor Minimum Qualifications

Any firm submitting for this project should have previously completed at least three (3) flow monitoring service projects of similar size within the last two years and must provide documentation. Flow monitoring services projects shall include at a minimum:

- 1.3.1 Installation and programming of flow monitoring equipment to isolate flows from sub-basin areas via flow monitors, to collect flow and rainfall data from meters and to analyze the flow and rainfall data from meters.
- 1.3.2 Servicing of the meters and rain gauges to main meter accuracy.
- 1.3.3 Reviewing and analyzing all data collected from the flow monitoring system and rain gauges.
- 1.3.4 Reports with detailed analysis of all flow monitoring data that includes determining HGWI and RDI/I. The report shall also include a prioritization and ranking of areas to further explore the need for improvements.
- 1.3.5 A safety plan that includes but is not limited to confined space entry and traffic control.

The firm should include a list of similar projects and must include references and contact information for each. This section must also include any subcontractors that will be utilized along with their qualifications.

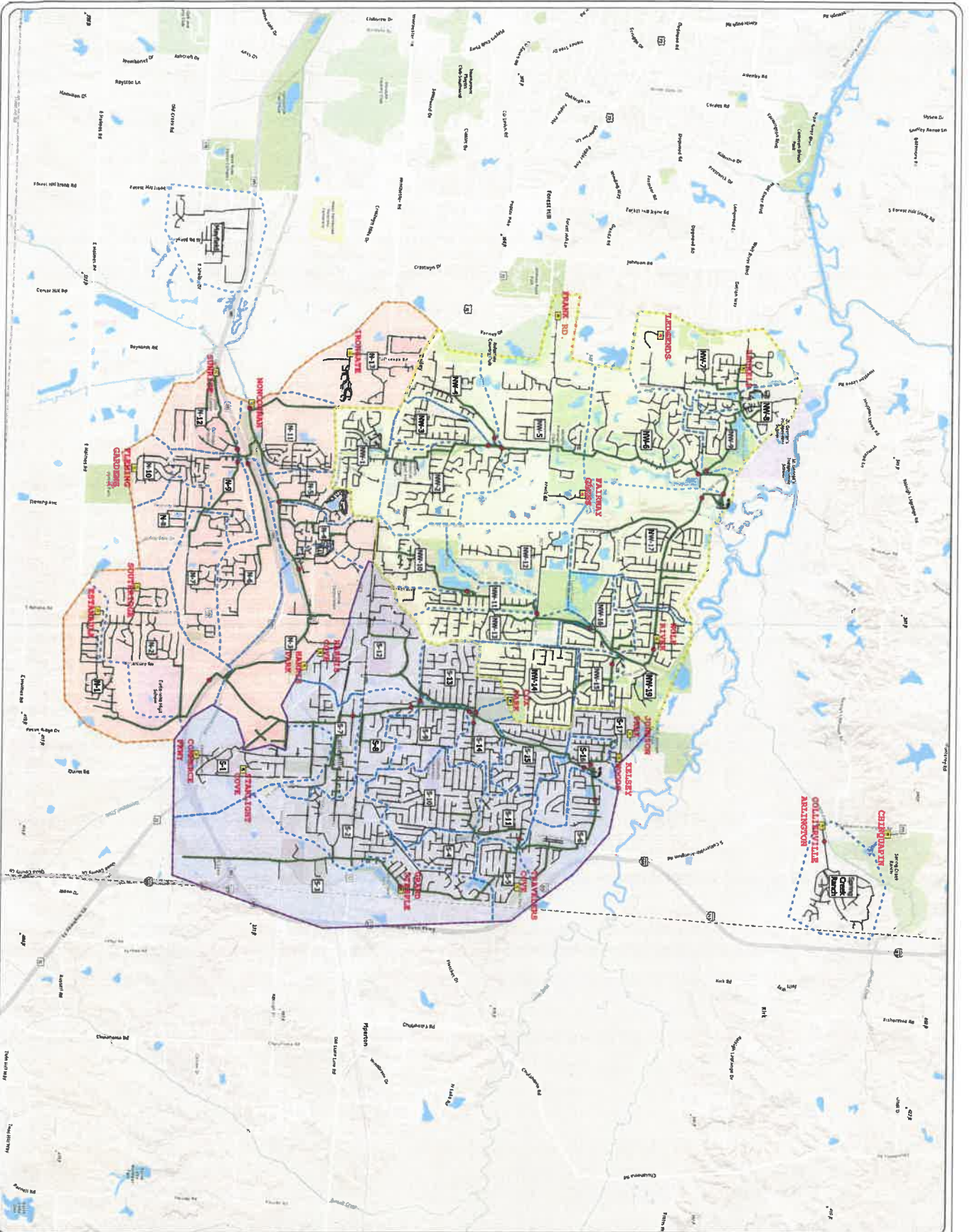
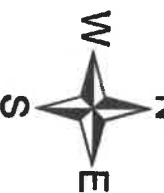
1.4 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the within the Notice of Proposal Letting. Proposers shall respond to the written RFSOQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for an actual proposal receipt by the Town. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

END OF SECTION

Exhibit A



Legend

- Shaded Areas
- Water that flows
- Proposed flow metering location
- Westwater Treatment Plant
- US Station
- Substation
- Northwest Basin
- Northeast Basin
- Sanitary Basins

0 1,000 2,000 4,000 6,000 8,000
Feet

CANNON & CANNON, INC.
CONSULTING ENGINEERS - CIVIL SURVEYORS
701 S. 8th Street, Suite 600
Arlington, TX 76010

TOWN OF COLLINGVILLE
SANITARY SEWER
CONTRACT NO. 2017

PROJECT: SANITARY SEWER MASTER PLAN

**PROPOSED FLOW METER
INSTALLATION LOCATIONS**

DATE: SEPTEMBER 11, 2013
BY: TFC
DRAWN: TFC

DRAFT

SECTION II: GENERAL REQUIREMENTS AND INFORMATION

2.1 RFSOQ Coordinator

The main point of contact for this RFSOQ shall be:

Donna McAlexander, Procurement Specialist
Procurement Division
500 Poplar View Parkway
Collierville, TN 38017

Telephone: 901/457-2254
Fax: 901/457-2258
E-Mail: dmcalexander@colliervilletn.gov

The main point of contact shall hereinafter be referred to as the RFSOQ Coordinator.

2.2 RFSOQ Number

The Town has assigned the following RFSOQ identification number – it should be referenced in all communications regarding the RFSOQ:

“RFSOQ2024-006 SANITARY SEWER FLOW MONITORING ANALYSIS” – (DWR ARP SWIG)

2.3 Communication Regarding the RFSOQ

2.3.1 Upon release of this RFSOQ, all vendor communications concerning this procurement shall be in writing and must be directed to the RFSOQ Coordinator. Any oral communications shall be considered unofficial and nonbinding on the Town.

2.4 Proposal Submittal

2.4.1 Proposers shall respond to this RFSOQ with a Technical Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and three (3) copies of the Technical Proposal shall be submitted to the Town in a sealed package and be clearly marked:

“Technical Proposal in Response to RFSOQ2024-006 SANITARY SEWER FLOW MONITORING ANALYSIS (DWR ARP SWIG) -- Do Not Open”

2.4.2 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.

2.4.3 All proposals must be submitted in a sealed envelope, addressed as follows:

Town of Collierville, Tennessee
Procurement Manager
RFSOQ2024-006 Sanitary Sewer Flow Monitoring Analysis
500 Poplar View Parkway
Collierville, TN 38017

by the date and time identified as the Deadline for Submitting a Proposal in the RFSOQ Schedule of Events.

2.4.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. **All binders, plastic separations, non-recycle material, etc. are prohibited.** Submittals will not be evaluated on the aesthetic of the package.

2.5 Proposal Preparation Costs

The Town of Collierville will not be liable in any way for any costs incurred by respondents in replying to any part of this RFSOQ.

2.6 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFSOQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

2.7 Proposal Amendment

The Town shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Town formally requests such, in writing.

2.8 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFSOQ. If a proposal contains such terms and conditions, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

2.9 Conflict of Interest and Proposal Restrictions

2.9.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFSOQ.

2.9.2 Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFSOQ or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFSOQ.

2.10 RFSOQ Amendment and Cancellation

The Town reserves the unilateral right to amend this RFSOQ in writing at any time. The Town also reserves the right to cancel or reissue the RFSOQ at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a Letter of Intent to Propose. Proposers shall respond to the final written RFSOQ and any exhibits, attachments, and amendments.

2.11 Right of Rejection

2.11.1 The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFSOQ in its entirety.

2.11.2 Any proposal received which does not meet the requirements of this RFSOQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFSOQ and all applicable Town laws and regulations. The Town may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFSOQ.

2.12 Ownership of Proposals

All documents submitted in response to this Request For Statement of Qualifications shall become the property of the Town.

2.13 RFSOQ and Proposal Incorporated into Final Contract

This RFSOQ and the successful proposal shall be incorporated into the final contract.

END OF SECTION

SECTION III: QUALIFICATIONS AND SELECTION PROCEDURES

3.1 Selection Process

- 3.1.1 The selection process will consist of three major steps.
 - 3.1.1.1 Submittal and evaluation of the Proposer's qualifications and Technical proposal as covered herein.
 - 3.1.1.2 Optional, interview with each proposal.
 - 3.1.1.3 Recommendation for approval of contract is made to the Board of Mayor and Aldermen.

3.2 Evaluation Process

- 3.2.1 The Town's Evaluation Team will read, review, and evaluate each proposal. The Proposers submitting proposals shall include with their proposal statements on the following:
 - 3.2.1.1 Proven management skills and technical competence including specialized experience in assessing existing facilities for compliance with code and user functional requirements and whole systems renovations of existing facilities.
 - 3.2.1.2 Credentials of project team, including: lead designer's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature.
 - 3.2.1.3 Compliance with contractual terms
 - 3.2.1.4 Overall quality and completeness of proposal.

3.3 Submission Requirements

- 3.3.1 : The Town's Evaluation Team will read, review, and evaluate each proposal. The Proposers submitting proposals shall include the following:
 - 3.3.1.1 Identification – Provide full legal name of the proposing firm, mailing address, telephone, and contact person and contact person's email.
 - 3.3.1.2 Letter or Commitment – A letter executed by the proposing firm or authorized representative of the proposer committing the firm to the requirements of the RFSOQ.
 - 3.3.1.3 Project Experience - Provide a proposer's list of a minimum of three (3) municipal sanitary sewer flow monitoring projects.
 - 3.3.1.4 Personnel – Provide a list of service team members. Identify title and project function. Indicate contingent team members for members should that team member become incapacitated or leave your employment or association. Proposers must ensure staffing levels relative to the project being considered which may run concurrently are sufficient to complete the project. The successful proposer may not increase or decrease the staff committed to the Project without the written approval of the Town.
 - 3.3.1.5 Proposer shall submit a certified memo and documentation (Screenshot of status) from Sam.gov (<https://sam.gov/content/home>) regarding suspension and debarment status.
 - 3.3.1.6 Proposer shall submit written certification (use Attachment 4.1, Certification of Compliance) and assurance of the Proposer's compliance with:
 - the laws of the State of Tennessee.
 - Title VI of the Civil Rights Act of 1964.
 - Equal Employment Opportunity.
 - the Iran Divestment Act of 2016.
 - the Non-Boycott of Israel Act.
 - Copeland Anti-Kickback Act.
 - Contract Work Hours and Safety Standards Act.
 - Clean Air Act.
 - Suspension and Debarment.

- Byrd Anti-Lobbying Amendment.
- Procurement of Recovered Materials.
- Domestic Preference for Procurement.
- Access to Records.
- Contract Changes or Modifications.
- Compliance with Federal Law, Regulations and Executive Orders.
- Program Fraud and False or Fraudulent Statements or Related Acts
- Prohibition on certain telecommunications and video surveillance services or equipment
- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury.
- the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFSOQ.

END OF SECTION

ATTACHMENT 4.1 CERTIFICATION OF COMPLIANCE

RETURN ATTACHMENT 4.1 "CERTIFICATION OF COMPLIANCE" WITH PROPOSAL RESPONSE

Proposer Name:

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee.
2. Title VI of the Civil Rights Act of 1964.
3. Equal Employment Opportunity.

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract." Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (2) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. the Iran Divestment Act of 2016 and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each BIDDER is not on the list created pursuant to § 12-12-106 generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage;
5. the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint

bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

6. Copeland Anti-Kickback Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

7. Contract Work Hours and Safety Standards Act

(7.1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(7.2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(7.3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(7.4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. Clean Air Act

(8.1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq

(8.2) The contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into

- the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (8.3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000.
9. Federal Water Pollution Control Act
- (9.1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (9.2) The contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (9.3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000.
10. Suspension and Debarment
- (10.1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (10.2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (10.3) This certification is a material representation of fact relied upon by the Town of Collierville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (10.4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended).
Contractors who apply or bid for an award of \$100,000 or more shall file the required Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
12. Procurement of Recovered Materials
In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
13. Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

14. Access to Records

(14.1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(14.2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(14.3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. Contract Changes or Modifications To be eligible for ARP SLFRF assistance under the non-Federal entity’s Treasury grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

17. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

18. Prohibition on certain telecommunications and video surveillance services or equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(18.1) Procure or obtain.

(18.2) Extend or renew a contract to procure or obtain; or

(18.3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(18.3a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(18.3b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(18.3c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

19. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury.
20. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFSOQ.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any

Proposer Signature and Date